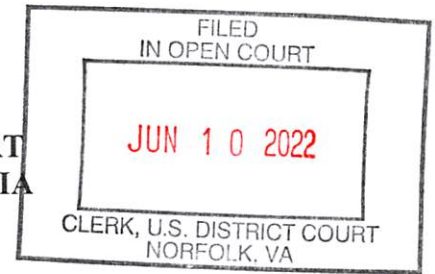


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION



GMS INDUSTRIAL SUPPLY, INC.,

Plaintiff,

v.

G&S SUPPLY, LLC, *et al.*,

Defendants.

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Civil Action No. 2:19-cv-324-RCY

SPECIAL VERDICT FORM

MEMBERS OF THE JURY:

Please answer the questions on this form in the order listed – that is, please start with Question 1, and answer each question in order before moving on to the next question. Please follow the instructions after each question to determine which question to answer next.

We, the jury, unanimously answer the questions to us as follows:

BREACH OF DUTY OF LOYALTY CLAIM

Question No. 1

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Westly Greer** breached the fiduciary duty of loyalty he owed to GMS Industrial Supply, Inc.?

Yes ✓ No

If you answered "Yes" to Question No. 1, then please proceed to Question No. 2. If you answered "No" to Question No. 1, then please proceed to Question No. 3.

Question No. 2

What is the amount of GMS Industrial Supply, Inc.'s damages from Westly Greer's breach of his fiduciary duty of loyalty?

\$ 59,000.00

BREACH OF SALES AGENT AGREEMENTS CLAIMS

Question No. 3

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Westly Greer** breached his 2019 Independent Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____ No ~~_____~~ ✓

If you answered "Yes" to Question No. 3, then please proceed to Question No. 4. If you answered "No" to Question No. 3, then please proceed to Question No. 5.

Question No. 4

What is the amount of GMS Industrial Supply, Inc.'s damages from Westly Greer's breach of his 2019 Independent Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

Question No. 5

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Greg Spires** breached his 2013 Sales Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____ No ✓

Question No. 6

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Greg Spires** breached his 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____ No ✓

If you previously answered "Yes" to Question No. 5, then please proceed to Question No. 7. If you answered "No" to Question No. 5 and "Yes" to Question No. 6, then please proceed to Question No. 8. If you answered "No" to Question Nos. 5 and 6, then please proceed to Question No. 9.

Question No. 7

What is the amount of GMS Industrial Supply, Inc.'s damages from Greg Spires's breach of his 2013 Sales Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

If you previously answered "Yes" to Question No. 6, then please proceed to Question No. 8. If you previously answered "No" to Question No. 6, then please proceed to Question No. 9.

Question No. 8

What is the amount of GMS Industrial Supply, Inc.'s damages from Greg Spires's breach of his 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

Question No. 9

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **County Roads, LLC** breached its 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____ No ✓

If you answered "Yes" to Question No. 9, then please proceed to Question No. 10. If you answered "No" to Question No. 9, then please proceed to Question No. 11.

Question No. 10

What is the amount of GMS Industrial Supply, Inc.'s damages from County Roads, LLC's breach of its 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

Question No. 11

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Sabrina Greer** breached her 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____

No ✓

If you answered "Yes" to Question No. 11, then please proceed to Question No. 12. If you answered "No" to Question No. 11, then please proceed to Question No. 13.

Question No. 12

What is the amount of GMS Industrial Supply, Inc.'s damages from Sabrina Greer's breach of her 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

Question No. 13

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Greer Group, LLC** breached its 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____

No ✓

If you answered "Yes" to Question No. 13, then please proceed to Question No. 14. If you answered "No" to Question No. 13, then please proceed to Question No. 15.

Question No. 14

What is the amount of GMS Industrial Supply, Inc.'s damages from Greer Group LLC's breach of its 2017 Independent Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

Question No. 15

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Mike Welton** breached his 2016 Independent Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____

No ✓

Question No. 16

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Mike Welton** breached his 2019 Statutory Employment Agreement with GMS Industrial Supply, Inc.?

Yes _____

No ✓

If you answered "Yes" to Question No. 15, then please proceed to Question No. 17. If you answered "No" to Question No. 15 and "Yes" to Question No. 16, then please proceed to Question No. 18. If you answered "No" to Question Nos. 15 and 16, then please proceed to Question No. 19.

Question No. 17

What is the amount of GMS Industrial Supply, Inc.'s damages from Mike Welton's breach of his 2016 Independent Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

If you previously answered "Yes" to Question No. 16, then please proceed to Question No. 18. If you previously answered "No" to Question No. 16, then please proceed to Question No. 19.

Question No. 18

What is the amount of GMS Industrial Supply, Inc.'s damages from Mike Welton's breach of his 2019 Statutory Employment Agreement with GMS Industrial Supply, Inc.?

\$ N/A

Question No. 19

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Thomas Hayes** breached his 2016 Independent Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____ No ✓

If you answered "Yes" to Question No. 19, then please proceed to Question No. 20. If you answered "No" to Question No. 19, then please proceed to Question No. 21.

Question No. 20

What is the amount of GMS Industrial Supply, Inc.'s damages from Thomas Hayes' breach of his 2016 Independent Agent Agreement with GMS Industrial Supply, Inc.?

\$ N/A

DEFEND TRADE SECRETS ACT CLAIMS

Question No. 21

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that it owned and possessed trade secret information, as defined in the Defend Trade Secrets Act?

Yes ✓ No

If you answered “Yes” to Question No. 21, then please proceed to Question No. 22. If you answered “No” to Question No. 21, then please proceed to Question No. 33.

Question No. 22

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **G&S Supply, LLC** misappropriated GMS Industrial Supply, Inc.’s trade secret information?

Yes No ✓

Question No. 23

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Westly Greer** misappropriated GMS Industrial Supply, Inc.’s trade secret information?

Yes No ✓

Question No. 24

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Sabrina Greer** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____

No ☒ _____

Question No. 25

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Greer Group, LLC** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____

No ☒ _____

Question No. 26

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Greg Spires** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____

No ☒ _____

Question No. 27

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **County Roads, LLC** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____

No ☒ _____

Question No. 28

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Thomas Hayes** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____

No ✓

Question No. 29

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Mike Welton** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____

No ✓

If you answered "Yes" to any of Question Nos. 22 through 29, then please proceed to Question No. 30. If you answered "No" to all of Question Nos. 22 through 29, then please proceed to Question No. 33.

Question No. 30

For each Defendant that you find misappropriated GMS Industrial Supply, Inc.'s trade secret information, what is the amount of GMS Industrial Supply, Inc.'s damages from the misappropriation of each Defendant?

1. G&S Supply, LLC

\$ _____

2. Westly Greer

\$ _____

3. Sabrina Greer

\$ _____

4. Greer Group, LLC

\$ _____

5. Greg Spires

\$ _____

6. County Roads, LLC

\$ _____

7. Thomas Hayes

\$ _____

8. Mike Welton

\$ _____

N/A

Question No. 31

For each Defendant that you find misappropriated GMS Industrial Supply, Inc.'s trade secret information, do you find that the Defendant's misappropriation was willful and malicious?

G&S Supply, LLC

Yes _____

No _____

N/A

Westly Greer

Yes _____

No _____

Sabrina Greer

Yes _____

No _____

Greer Group, LLC

Yes _____

No _____

Greg Spires

Yes _____

No _____

County Roads, LLC

Yes _____

No _____

Thomas Hayes

Yes _____

No _____

Mike Welton

Yes _____

No _____

If you answered “Yes” to Question No. 31 for any of the Defendants, then please proceed to Question No. 32. If you answered “No” to Question No. 31 for all of the Defendants, then please proceed to Question No. 33.

Question No. 32

For each Defendant that you find willfully and maliciously misappropriated GMS Industrial Supply, Inc.’s trade secret information, what amount of exemplary damages, if any, do you award GMS Industrial Supply, Inc.?

1. G&S Supply, LLC

\$ _____

2. Westly Greer

\$ _____

3. Sabrina Greer

\$ _____

4. Greer Group, LLC

\$ _____

5. Greg Spires

\$ _____

6. County Roads, LLC

\$ _____

7. Thomas Hayes

\$ _____

8. Mike Welton

\$ _____

NA

VIRGINIA UNIFORM TRADE SECRETS ACT CLAIMS

Question No. 33

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that it owned and possessed trade secret information, as defined in the Virginia Uniform Trade Secrets Act?

Yes ✓ No

If you answered “Yes” to Question No. 33, then please proceed to Question No. 34. If you answered “No” to Question No. 33, then please proceed to Question No. 45.

Question No. 34

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **G&S Supply, LLC** misappropriated GMS Industrial Supply, Inc.’s trade secret information?

Yes No ✓

Question No. 35

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Westly Greer** misappropriated GMS Industrial Supply, Inc.’s trade secret information?

Yes ✓ No

Question No. 36

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Sabrina Greer** misappropriated GMS Industrial Supply, Inc.’s trade secret information?

Yes No ✓

Question No. 37

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Greer Group, LLC** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____ No ✓

Question No. 38

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Greg Spires** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____ No ✓

Question No. 39

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **County Roads, LLC** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____ No ✓

Question No. 40

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Thomas Hayes** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____ No ✓

Question No. 41

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Mike Welton** misappropriated GMS Industrial Supply, Inc.'s trade secret information?

Yes _____ No ✓

If you answered "Yes" to any of Question Nos. 34 through 41, then please proceed to Question No. 42. If you answered "No" to all of Question Nos. 34 through 41, then please proceed to Question No. 45.

Question No. 42

For each Defendant that you find misappropriated GMS Industrial Supply, Inc.'s trade secret information, what is the amount of GMS Industrial Supply, Inc.'s damages from the misappropriation of each Defendant?

- | | |
|----------------------|-------------------|
| 1. G&S Supply, LLC | \$ _____ |
| 2. Westly Greer | \$ <u>Ø</u> _____ |
| 3. Sabrina Greer | \$ _____ |
| 4. Greer Group, LLC | \$ _____ |
| 5. Greg Spires | \$ _____ |
| 6. County Roads, LLC | \$ _____ |
| 7. Thomas Hayes | \$ _____ |
| 8. Mike Welton | \$ _____ |

Question No. 43

For each Defendant that you find misappropriated GMS Industrial Supply, Inc.'s trade secret information, do you find that the Defendant's misappropriation was willful and malicious?

G&S Supply, LLC

Yes _____

No _____

Westly Greer

Yes _____

No ☒ _____

Sabrina Greer

Yes _____

No _____

Greer Group, LLC

Yes _____

No _____

Greg Spires

Yes _____

No _____

County Roads, LLC

Yes _____

No _____

Thomas Hayes

Yes _____

No _____

Mike Welton

Yes _____

No _____

If you answered "Yes" to Question No. 43 for any of the Defendants, then please proceed to Question No. 44. If you answered "No" to Question No. 43 for all of the Defendants, then please proceed to Question No. 45.

Question No. 44

For each Defendant that you find willfully and maliciously misappropriated GMS Industrial Supply, Inc.'s trade secret information, what amount of punitive damages, if any, do you award GMS Industrial Supply, Inc.?

1. G&S Supply, LLC

\$ _____

2. Westly Greer

\$ _____

3. Sabrina Greer

\$ _____

4. Greer Group, LLC

\$ _____

5. Greg Spires

\$ _____

6. County Roads, LLC

\$ _____

7. Thomas Hayes

\$ _____

8. Mike Welton

\$ _____

N/A

VIRGINIA COMPUTER CRIMES ACT CLAIMS

Question No. 45

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Westly Greer** with a malicious intent OR through intentionally deceptive means and without authority did one or more of the following:

A) Temporarily or permanently removed, halted, or otherwise disabled any of GMS

Industrial Supply, Inc.'s computer data, computer programs, or computer software?

Yes ☒ No ☐

B) Altered, disabled, or erased any of GMS Industrial Supply, Inc.'s computer data, computer programs, or computer software?

Yes ☒ No ☐

C) Used a computer or computer network to cause physical injury to GMS Industrial Supply, Inc.'s property?

Yes ☐ No ☒

D) Used a computer or computer network to make or cause to be made an unauthorized copy, in any form (including but not limited to, any printed or electronic form), of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network?

Yes ☒ No ☐

If you answered "Yes" to any of Question Nos. 45 A through D, then please proceed to Question No. 46. If you answered "No" to all of Question Nos. 45 A through D, then please proceed to Question No. 47.

Question No. 46

What is the amount of GMS Industrial Supply, Inc.'s damages from the violation of the Virginia Computer Crimes Act by Defendant Westly Greer?

1. Westly Greer \$ 50,000.00

VIRGINIA STATUTORY BUSINESS CONSPIRACY CLAIMS

Question No. 47

Did GMS Industrial Supply, Inc., prove by clear and convincing evidence that **Westly Greer** conspired with one or more other persons to willfully and maliciously injure GMS Industrial Supply, Inc. in its reputation, trade, business, or profession?

Yes _____

No ✓

Question No. 48

Did GMS Industrial Supply, Inc., prove by clear and convincing evidence that **Sabrina Greer** conspired with one or more other persons to willfully and maliciously injure GMS Industrial Supply, Inc. in its reputation, trade, business, or profession?

Yes _____

No ✓

Question No. 49

Did GMS Industrial Supply, Inc., prove by clear and convincing evidence that **Greer Group, LLC** conspired with one or more other persons to willfully and maliciously injure GMS Industrial Supply, Inc. in its reputation, trade, business, or profession?

Yes _____

No ✓

Question No. 50

Did GMS Industrial Supply, Inc., prove by clear and convincing evidence that **Greg Spires** conspired with one or more other persons to willfully and maliciously injure GMS Industrial Supply, Inc. in its reputation, trade, business, or profession?

Yes _____

No ✓

Question No. 51

Did GMS Industrial Supply, Inc., prove by clear and convincing evidence that **County Roads, LLC** conspired with one or more other persons to willfully and maliciously injure GMS Industrial Supply, Inc. in its reputation, trade, business, or profession?

Yes _____

No ✓

Question No. 52

Did GMS Industrial Supply, Inc., prove by clear and convincing evidence that **Thomas Hayes** conspired with one or more other persons to willfully and maliciously injure GMS Industrial Supply, Inc. in its reputation, trade, business, or profession?

Yes _____

No ✓

Question No. 53

Did GMS Industrial Supply, Inc., prove by clear and convincing evidence that **Mike Welton** conspired with one or more other persons to willfully and maliciously injure GMS Industrial Supply, Inc. in its reputation, trade, business, or profession?

Yes _____

No ✓

If you answered “Yes” to any of Question Nos. 47 through 53, then please proceed to Question No. 54. If you answered “No” to all of Question Nos. 47 through 53, then please proceed to Question No. 55.

Question No. 54

What is the amount of GMS Industrial Supply, Inc.'s damages from the conspiracy?

\$ N/A

Question No. 55

The amount of damages provided for in Question No. 54 should be multiplied by (select one):

One
Two
Three

N/A

VIRGINIA COMMON LAW BUSINESS CONSPIRACY CLAIMS

Question No. 56

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Westly Greer** conspired with one or more other persons to intentionally, maliciously, and without lawful justification injure GMS Industrial Supply, Inc.'s business?

Yes _____

No ✓

Question No. 57

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Sabrina Greer** conspired with one or more other persons to intentionally, maliciously, and without lawful justification injure GMS Industrial Supply, Inc.'s business?

Yes _____

No ✓

Question No. 58

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Greer Group, LLC** conspired with one or more other persons to intentionally, maliciously, and without lawful justification injure GMS Industrial Supply, Inc.'s business?

Yes _____

No ✓

Question No. 59

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Greg Spires** conspired with one or more other persons to intentionally, maliciously, and without lawful justification injure GMS Industrial Supply, Inc.'s business?

Yes _____

No ✓

Question No. 60

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **County Roads, LLC** conspired with one or more other persons to intentionally, maliciously, and without lawful justification injure GMS Industrial Supply, Inc.'s business?

Yes _____

No ✓

Question No. 61

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Thomas Hayes** conspired with one or more other persons to intentionally, maliciously, and without lawful justification injure GMS Industrial Supply, Inc.'s business?

Yes _____

No ✓

Question No. 62

Did GMS Industrial Supply, Inc., prove by a preponderance of the evidence that **Mike Welton** conspired with one or more other persons to intentionally, maliciously, and without lawful justification injure GMS Industrial Supply, Inc.'s business?

Yes _____

No ✓

If you answered "Yes" to any of Question Nos. 56 through 62, then please proceed to Question No. 63. If you answered "No" to all of Question Nos. 56 through 62, then please proceed to Question No. 64.

Question No. 63

What is the amount of GMS Industrial Supply, Inc.'s damages resulting from the business conspiracy?

\$ N/A

BREACH OF CONTRACT COUNTERCLAIMS

Question No. 64

Did **Westly Greer** prove by a preponderance of the evidence that **GMS Industrial Supply, Inc.** breached the 2019 Sales Agent Agreement with him?

Yes ☒ No ☐

If you answered "Yes" to Question No. 64, then please proceed to Question No. 65. If you answered "No" to Question No. 64, then please proceed to Question No. 68.

Question No. 65

Did **GMS Industrial Supply, Inc.** prove by a preponderance of the evidence that **Westly Greer** is barred from recovery under his contracts with **GMS Industrial Supply, Inc.** due to unclean hands?

Yes ☐ No ☒

Question No. 66

Did **GMS Industrial Supply, Inc.** prove by a preponderance of the evidence that **Westly Greer** committed the first material breach of his contracts with **GMS Industrial Supply, Inc.**?

Yes ☐ No ☒

If you answered "Yes" to either Question Nos. 65 or 66, then please proceed to Question No. 68. If you answered "No" to both Question Nos. 65 and 66, then please proceed to Question No. 67.

Question No. 67

What is the amount of **Westly Greer's** damages?

\$ \$13,087.99

Question No. 68

Did **Sabrina Greer and Greer Group, LCC** (collectively "**Greer**") prove by a preponderance of the evidence that **GMS Industrial Supply, Inc.** breached its 2017 Sales Agent Agreement with her?

Yes ✓

No

If you answered "Yes" to Question No. 68, then please proceed to Question No. 69. If you answered "No" to Question No. 68, then please proceed to Question No. 72.

Question No. 69

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that Greer is barred from recovery under her 2017 Sales Agent Agreement with GMS Industrial Supply, Inc. due to unclean hands?

Yes _____ No ✓

Question No. 70

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that Greer committed the first material breach of her 2017 Sales Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____ No ✓

If you answered "Yes" to either Question Nos. 69 or 70, then please proceed to Question No. 72. If you answered "No" to both Question Nos. 69 and 70, then please proceed to Question No. 71.

Question No. 71

What is the amount of Greer's damages?

\$ 9760.50

Question No. 72

Did Greg Spires and County Roads, LLC (collectively "Spires") prove by a preponderance of the evidence that GMS Industrial Supply, Inc. breached its 2017 Sales Agent Agreement with him?

Yes ✓ No _____

If you answered "Yes" to Question No. 72, then please proceed to Question No. 73. If you answered "No" to Question No. 72, then please proceed to Question No. 76.

Question No. 73

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Spires** is barred from recovery under his 2017 Sales Agent Agreement with GMS Industrial Supply, Inc. due to unclean hands?

Yes _____

No ✓

Question No. 74

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Spires** committed the first material breach of his 2017 Sales Agent Agreement with GMS Industrial Supply, Inc.?

Yes _____

No ✓

If you answered "Yes" to either Question Nos. 73 or 74, then please proceed to Question No. 76. If you answered "No" to both Question Nos. 73 through 74, then please proceed to Question No. 75.

Question No. 75

What is the amount of **Spires'** damages?

\$ 14,231.32

Question No. 76

Did **Thomas Hayes** prove by a preponderance of the evidence that GMS Industrial Supply, Inc. breached its 2016 Sales Agent Agreement with him?

Yes ☒ No ☐

If you answered "Yes" to Question No. 76, then please proceed to Question No. 77. If you answered "No" to Question No. 76, then please proceed to Question No. 80.

Question No. 77

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Thomas Hayes** is barred from recovery under his 2016 Sales Agent Agreement with GMS Industrial Supply, Inc. due to unclean hands?

Yes ☐ No ☒

Question No. 78

Did GMS Industrial Supply, Inc. prove by a preponderance of the evidence that **Thomas Hayes** committed the first material breach of his 2016 Sales Agent Agreement with GMS Industrial Supply, Inc.?

Yes ☐ No ☒

If you answered "Yes" to either Question Nos. 77 or 78, then please proceed to Question No. 80. If you answered "No" to both Question Nos. 77 and 78, then please proceed to Question No. 79.

Question No. 79

What is the amount of **Thomas Hayes'** damages?

\$ 5000.00

Question No. 80

Did **Mike Welton** prove by a preponderance of the evidence that **GMS Industrial Supply, Inc.** breached its 2016 Sales Agent Agreement with him?

Yes ✓ No

If you answered "Yes" to Question No. 80, then please proceed to Question No. 81. If you answered "No" to Question No. 80, then please proceed to the Closing Instruction on the last page.

Question No. 81

Did **GMS Industrial Supply, Inc.** prove by a preponderance of the evidence that **Mike Welton** is barred from recovery under his 2016 Sales Agent Agreement with **GMS Industrial Supply, Inc.** due to unclean hands?

Yes No ✓

Question No. 82

Did **GMS Industrial Supply, Inc.** prove by a preponderance of the evidence that **Mike Welton** committed the first material breach of his 2017 Sales Agent Agreement with **GMS Industrial Supply, Inc.**?

Yes No ✓

If you answered “Yes” to either Question Nos. 81 or 82, then please proceed to the Closing Instruction on the following page. If you answered “No” to both Question Nos. 81 through 82, then please proceed to Question No. 83.

Question No. 83

What is the amount of **Mike Welton**’s damages?

\$ 7500.00

CLOSING INSTRUCTION

After answering the questions above as instructed, the jury has completed this Special Verdict Form. The jury foreperson should sign and date the document for return to the Court.

REDACTED COPY

JURY FOREPERSON SIGNATURE

REDACTED COPY

JURY FOREPERSON PRINTED NAME

SO SAY WE ALL

Dated this 10 day of June, 2022.